AG

Better Business Bureau Serving Central East Texas

COMPLAINT ACTIVITY REPORT Case #28022093

Consumer Info: Strauss, Kenneth A

7106 Hidden Trails Ct Sugar Land, TX 77479-6205 Business Info: Tiger Creek Safari Resort, LLC

TIGGS CICCA Dalait Resort, LLC

140 Fm 16 W

Tyler, TX 75706-2208

903 858-2404

Consumer's Original Complaint:

Dear Blispay and UGA:

We used your services to make a purchase with Tiger Creek. Pursuant to that purchase, several things were to be included. WE have received none of them. We were to have access to a travel program, but, this morning, that program was terminated. When we called to ask, we found out that Tiger Creek (the Seller of the program) did not pay for the account. That is amazing as we paid Tiger Creek the day we met them.

We have called repeatedly to get information on our account. Most of the time the phone rings without anyone answering. On the rare event, you can leave a message, no one has returned calls. Finally, I spoke to Karen Hewett on July 12,2017, I was spoken to as if I was an impetuous child. She stated she would had no information and would get me information the following week. This has been going on for about a month as it is.

I contacted Blispay on July 13, 2017, and was told that they called Ms. Hewett and she claimed she had not heard from me. Ms. Hewett's claim is disingenuous. She spoke to me on July 12, 2017.

At this point, we believe that Tiger Creek is engaging in fraudulent activity. I believe Tiger Creek has stolen my \$10,000. Please consider this notice that we hereby dispute the charge to my credit card and dispute the loan with UGA Finance.

Sincerely,

Kenneth A Strauss Gertrude Strauss

Consumer's Desired Resolution:

\$10,000

BBB Processing

07/21/2017	Ipf BBB Case Received by BBB
07/25/2017	aal BBB Case Reviewed by BBB - AB
07/25/2017	Otto MAIL Send Acknowledgement to Consumer
07/25/2017	Otto EMAIL Notify Business of Dispute - AB
08/09/2017	Ottobbb No response to first notice to AB
08/09/2017	Ottobbb Consumer - Have You Heard From the Company
08/09/2017	OHOBBB Reminder of Dispute to Business - AB



Better Business Bureau Serving Central East Texas P O Box 6652 Tyler, TX 75711-6652 Tel: (903) 581-5704 Fax: (903) 534-8644

August 9, 2017

Kenneth A Strauss 7106 Hidden Trails Ct Sugar Land, TX 77479-6205

RE: Case # 28022093: Tiger Creek Safari Resort, LLC

You recently requested our help concerning a problem with the company named above. The company has not responded to your BBB to date.

We encourage you to use our online complaint system to keep up with the progress of this complaint. The URL (website address) below will take you directly to this complaint on our website:

https://www.bbb.org/east-texas/complaintreply/c

Please use the following to log in:

Case ID: 28022093 Password: r37r3c

If you have heard from the company please contact your BBB at complaints@easttexas.bbb.org or return this letter to your BBBB.

The text of your response will be publicly posted on the BBB web site (BBB reserves the right to not post in accordance with BBB policy). Please do not include any personally identifiable information in your response. By submitting your complaint, you are representing that it is a truthful account of your experience with the business. BBB may edit your complaint to protect privacy rights and to remove inappropriate language.

Have you heard from the company?

(N

Are you satisfied with the company's efforts to resolve this matter?

Yes

No

If not, please explain.

Comments:

STILL WAITING ON THE RETURN DE DUR MONEY

Your Signature:

Date 8/16/3017

Para asistencia en Espanol, favor de llamar al 903-581-5704.

Sincerely,

Nathan Hood

Dispute Resolution Specialist



Better Business Bureau Serving Central East Texas P O Box 6652 Tyler, TX 75711-6652 Tel: (903) 581-5704 Fax: (903) 534-8644

August 10, 2017

Kenneth A Strauss 7106 Hidden Trails Ct Sugar Land, TX 77479-6205

RE: Case # 28022093: Tiger Creek Safari Resort, LLC

Your BBB has received a response from the business regarding your complaint. Please review their response to your original complaint and advise us of your position in the matter by **August 20**, **2017**.

The details of the complaint (including the business' response) are included on the reverse, attached or have been forwarded to you by the business. Please be sure to indicate whether the company's response is satisfactory or not within ten (10) days. If your BBB does not receive a response, your complaint will close as Answered.

We encourage you to use our ONLINE COMPLAINT system to respond this complaint.

The text of your response will be publicly posted on the BBB web site (BBB reserves the right to not post in accordance with BBB policy). Please do not include any personally identifiable information in your response. By submitting your complaint, you are representing that it is a truthful account of your experience with the business. BBB may edit your complaint to protect privacy rights and to remove inappropriate language.

The following URL (website address) will take you directly to this complaint. You will be able enter your response directly on our website:

https://www.bbb.org/east-texas/complaintreply/c

Please use the following to log in:

Case ID: 28022093 Password: r37r3c

If you are unable to respond using the internet, then please respond in writing to the address above or the email address below

Additional files and information for this complaint are available online. If you do not have access to the Internet, please contact us.

Para asistencia en Espanol, favor de llamar al 903-581-5704.

Sincerely,

Nathan Hood Dispute Resolution Specialist AH

August 3, 2017

Better Business Bureau 3600 Old Bullard Rd. #104 Tyler, TX 75701

RE: Kenneth A. Strauss 7106 Hidden Trails Ct. Robertsdale, AL 36567-3522

Dear Madam/Sir

This is in response to a complaint we received from you regarding Mr. Strauss and their purchase of a membership with Tiger Creek Safari Resort & Infinite Travel Services, along with a Mortgage Cancellation of a current Timeshare they own.

I have enclosed copies of the contract for your review; as you can see Mr. & Mrs. Strauss have signed all documents in the contract; furthermore, if you will note that on page 2 of the Membership contract itself item #10 'Right of Cancellation' – it clearly states that Member(s) has a three (3) day right of cancellation from the date first written above. If the Member elects to cancel this agreement, they may do so by either hand-delivering notice to Member Services at its principle place of business or by mailing notice by certified United States Mail, return receipt requested, postmarked within three (3) days of the contact's execution, to Tiger Creek Safari Resort 140 FM 16W Tyler, TX 75706

You will also note that under paragraph 'Binding Nature and Modification';

Member acknowledges this agreement may not be cancelled, for any reason after the cancellation term has expired as stated on the Membership Enrollment Agreement. The member (s) may elect to decline renewal after one (1) year. This agreement is in full force and effect from the date of its execution.

I/We attest that we have read and understand this page of the agreement. Signed by both Mr. & Mrs. Strauss.

I have also attached a letter that was sent to our members unbeknownst to us from

the marketing/sales company we contracted with. We broke our affiliation with them after we had received information regarding their business practices as they were unethical and misleading to consumers. In doing so we have been working diligently to fulfill our obligations in a timely and responsible manner to our members, we are a very ethical and upstanding business in our community and have been for many years. None of our previous members have had any issues with their memberships and have successfully used and benefited from their membership purchases.

Upon further review and in contacting our providers it has come to our attention that Mr. & Mrs. Strauss were never enrolled in our travel program by the marketing/sales company we were affiliated with. This would show that they were never cancelled out of anything as they were not enrolled, we have since corrected this by enrolling them with a representative to contact them via phone and e=mail with training on how to use the new website for members along with their user name and password to the site.

We have also sent their info to the legal firm that will be handling their Timeshare issues to relieve them of that obligation. As with all members that are have the same timeshare issues it is now a matter of their case manager contacting them for more info if needed other than what they have already supplied us with. The legal firm we work with also handles several other companies and members, as the cases are assigned they will be in contact, we have added an additional 6 months to the already stated 12-month release, cancel, etc. of their timeshare to allow for this unforeseen circumstance that we are all now a part of.

As stated earlier, we are working very hard and diligently to follow thru on all contract sales of memberships. We deeply regret the situation and are here to assist our members in using their membership benefits to the fullest and are here for them anytime to answer their questions.

If you have need further assistance or have any questions please feel free to contact me,

Respectfully,

Karen A. Hewitt Director of Administration/VLO Tiger Creek Safari Resort 903-858-2404 admin@tigercreek.com Al



T/F: (615) 712-6394 1200 Villa Place, Suite 200 Nashville, TN 37212 rachel@schafferlawfirmtn.com www.schafferlawfirmtn.com

Livensed in Tennessee and New York

August 16, 2017

Better Business Bureau 3600 Old Bullard Road, #104 Tyler, TX 75701

Re: Kenneth Strauss

To Whom It May Concern,

I am writing in response to the letter written by Ms. Karen Hewett, Tiger Creek Safari Resort, regarding Mr. and Mrs. Kenneth Strauss and their contract with Tiger Creek Safari Resort for enrollment in the Platinum Plus program and the timeshare cancellation. I am the attorney for the company referenced within the letter as the "marketing/sales company." As an initial matter, not that this helps Mr. and Mrs. Strauss, but my clients terminated the relationship with Tiger Creek, not the other way around. Moreover, my client has filed a lawsuit in the State of Tennessee, County of Davidson, Chancery Court wherein my client alleges that Tiger Creek committed fraud, defamation, breach of contract, violation of various consumer protection statutes, misappropriation of funds, conversion, and more.

I am writing to you in light of Ms. Hewett's claims relating to my client, and in an attempt to help Mr. and Mrs. Strauss, which is the most important thing. Tiger Creek's lack of care/concern for its clients is evident before you even get to the body of the letter. Tiger Creek has addressed the letter to Mr. Strauss in *Robertsdale*, *Alabama*. Mr. and Mrs. Strauss live in Sugar Land, Texas.

Ms. Hewett's letter is more telling for what it does not say, rather than for what it does. Ms. Hewett fails to quote the contract—because she cannot—in its entirety. Ms. Hewett states that Mr. and Mrs. Strauss were to be enrolled in Infinite Travel Services and in a mortgage cancellation program. Ms. Hewett's contention is undermined by the very contract she does not fully cite.

First, Paragraph 9 of the Membership Contract Mr. and Mrs. Strauss executed clearly states that the Fulfillment Partner for the travel club program is Save On Resorts, not Infinite Travel. Moreover, Paragraph 7 of the Membership Contract, discusses the Rules and Regulations of the travel program. Mr. and Mrs. Strauss acknowledged the Rules and Regulations twice in the Acknowledgement of Benefits. Moreover, a copy of those Rules and Regulations were furnished to them that day. Once again, the Fulfillment Provider was Save On Resorts, not Infinite.

Ms. Hewett's confusion would be acceptable, BUT the contract that Tiger Creek utilized for Infinite Travel looks nothing like the Membership Contract for Save On. In fact, Infinite Travel's contract is labelled Subscription Enrollment, carries a different yearly fee, and comes with Program Terms and Conditions. Tiger Creek's Save On contract is labelled Membership Contract, has an



T/F: (615) 712-6394 1200 Villa Place, Suite 200 Nashville, TN 37212 rachel@schafferlawfirmtn.com www.schafferlawfirmtn.com

Licensed in Tennessee and New York

Acknowledgement of Benefits, and comes with Rules and Regulations. In other words, the contract that Ms. Hewett cites is applicable to the product with Save On Resorts, not the product in which Ms. Hewett enrolled them. This resembles a classic bait and switch. Mr. and Mrs. Strauss could have purchased Infinite Travel that evening. They did not. The products are very different.

Unfortunately for Tiger Creek, their deception is reinforced on their website. Specifically, their website claims that the travel club carries with it a 110% price guarantee, and "it offers existing timeshare owners the ability to use their existing timeshare for cruises, hotels, air fare, car rental, and more! It even allows owners to offset some or all of their current existing maintenance fees." None of this is true for the Infinite Travel product. Infinite Travel does not offer timeshare owners the ability to use their timeshare for a cruise, an exchange, or anything else for that matter. It is only a discount travel program. In other words, Tiger Creek is enrolling them in a product that is different than that which they purchased.

In terms of Ms. Hewett's claims that they were not enrolled in the marketing/travel program, it is a blatant falsehood. Ms. Hewett had access to the emails, and was typically copied on the emails that went to clients. Had she checked, she would have seen that Mr. and Mrs. Strauss received an email on June 6, 2017 at 9:01 pm, stating that they were now enrolled in the Save On program. The email also attached their training packet, and told them how to log into their account. Attached is a copy of the email as the email account, sking@tigercreek.com, was cancelled on June 22, 2017. I am also attaching a printout of the user section of Save On Resorts, where you can see they were set up on their contract date but they are no longer active, as Tiger Creek failed to pay for the activation with the Fulfillment Company.

As for the mortgage cancellation, Ms. Hewett again fails to quote – because she cannot – the full contract. The Timeshare Mortgage Cancellation-Attorney Intake Form states that "within five days of this client intake execution you will be referred to an attorney to review your case." This was one on June 6, 2017. Moreover, Mr. and Mrs. Strauss were very concerned with who would be handling their case, and Ms. Hewett assisted in drafting an email that was sent to Mr. and Mrs. Strauss, and on which Ms. Hewett was copied, where an attorney was selected and deemed appropriate by Mr. and Mrs. Strauss. Unfortunately, despite Mr. and Mrs. Strauss explaining that they paid the day of the meeting, Tiger Creek, once again, did not pay the Fulfillment Attorney.

You will notice that Ms. Hewett claims that the contract has now been sent to another attorney; however, she fails to state whom. This is because the contract, to my client's knowledge, did not get forwarded to an attorney. In fact, the contract is still sitting in their office, upon my client's information and belief.

The five days the Attorney Intake form specifies expired a long time ago. Mr. and Mrs. Strauss were not contacted, and the attorney did not receive payment for his services. Accordingly, they have



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been denied the benefit of their bargain. Moreover, Tiger Creek's claim that it has been sent out elsewhere is not supported by any contact to Mr. and Mrs. Strauss.

Tiger Creek cannot claim that any misrepresentation occurred with respect to Mr. and Mrs. Strauss, as they fail to note that the sales representative was a Tiger Creek employee, and Ms. Hewett herself attended the presentation, talked to Mr. and Mrs. Strauss, and ran their credit card for the \$4,000.00. She also vouched for my clients, and talked to the Strauss's about their program.

Ms. Hewett discusses the letter sent by the "marketing/sales company." Please note that Tiger Creek fails to explain the reason why this letter was sent—Tiger Creek's poor member services and failure to return phone calls. For some reason, Tiger Creek fails to address that particular concern raised by Mr. and Mrs. Strauss.

Due to Tiger Creek's failure to answer its phone, many of the Tiger Creek clients with whom my client met, started to call my client. As my client was concerned about the number of calls, and the claims that Tiger Creek may make, the letter merely states that my client no longer was affiliated with Tiger Creek, that the client should contact Tiger Creek's member services, and that my client does not know whether the fulfillment company was paid for its services or the status of their transactions.

Ms. Hewett's letter appears to engage in yet one more misrepresentation. Ms. Hewett claims that none of their previous members have had any issues with their memberships. Ms. Hewett told my client that, in the last few years, there were less than \$40,000.00 in sales, and stated that one of the prior clients had to be refunded, but that Mr. Werner had not done it yet. In fact, she told my client that Tiger Creek misrepresented its status to sell RV memberships and lots on the property, and that there were several more that were owed refunds. She estimated about \$15,000.00 in refunds was owed.

Perhaps if Tiger Creek reviewed its own contracts, read the papers it had, read its emails, and returned its calls, it would not believe it needs to make allegations against others. Hopefully, they will decide to help their clients, rather than engage in false/empty promises.

Thank you,

Rachel Schaffer Lawson



T/F: (615) 712-6394 1200 Villa Place, Suite 200 Nashville, TN 37212 rachel@schafferlawfirmtn.com www.schafferlawfirmtn.com

Licensed in Tennessee and New York



Training Packet for Platinum Plus

June 6, 2017 at 9:01 PM

Ken and Gertrude,

It was great seeing you tonight at the Red Lobster. Attached is the training packet for the Platinum Plus Program.

Please don't hesitate to contact us if you have any questions or concerns.

Thank you so much,

Scott King Director

Tap to Download

Home > Control Panel > Vacation Club > Search Users

E Control Panel ⊕ Customization Tools ☐ Vacation Club Boomerang Activations Club Employees Club User Bulk Credits Commissions Contact Requests ⊕ Guest Passes Personal Concierge Appointments Search Users User Activations User Activity User Deactivations User Maintenance Notes User Manager User Messages User Notes User Notifications User Renewals

Logout

User Reward Credits
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My Settings

Search Club Users

*** Note: You must disable the pop-up blocker or add an exception for this website ***

Criteria:

Strauss

(Email, Last Name, Phone, Contract #, or Purchase Promo Code)

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HOME

TIGER CREEK SAFARI -

VIP TOURS +

TIGER CREEK RESORT -

GREAT CATS

MEMBER SERVICES

CONTACT

Tiger Creek Safari Club

Becoming a member of the Tiger Creek Safari Club has its perks and benefits.







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Reserve member, you can receive up to 500,000 pure points giving you unlimited access to thousands of international resorts in the RCI system. Points can be redeemed for resorts, cruises, hotels, car rental, airfare, and more. Membership also includes both the Tiger Creek Safari Club and the Tiger Creek Conservation

Passport.

Safari Club provides professionally trained Travel Concierges and transparent premiums and ' incentives that guarantee our members the lowest available price on their vacation needs and wants. In fact, it is 110% price guaranteed. Moreover, it offers existing timeshare owners the ability to use their existing timeshare for cruises. hotels, air fare, car rental, and more! It even allows owners to offset some or all of their current existing maintenance fees. Even better, this program can be shared with friends and family. In other words, all your friends and family can travel with you and enjoy the same great

savings!

Passport holder, you will enjoy lifetime access to the Tiger Creek Wildlife Refuge. This is a legacy package that can be passed down generations to children and grandchildren.

Contact Information

Phone: 903-858-2404

Fax: 903-858-0119

Email : admin@tigercreek.com

Address: 140 FM 16 West •

Tyler, TX 75706

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Navigation

> Safari Club

> Visit Us

> About the Resort

> Member Services

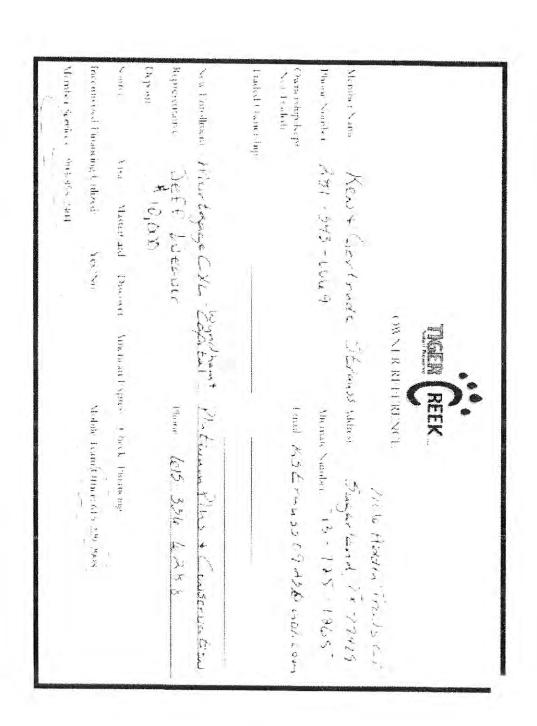
> Contact Us



Vacation with us. It's an adventure.

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Website designed by Beezer Interactive.





WHY DID YOU DECIDE TO MAKE CHANGES TO YOUR VACATION OWNERSHIP TODAY?

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Membership Contract

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TIGER CREEK PASSPORT MEMBERSHIP BENEFITS

- Guarantees Member to unlimited entry into Tiger Creek Wildlife Refuge for lifetime of the Membership
- Children of members have no limit to the number of days they may visit Liger Creek Wildlife Refuge
- Members and their family members (children grandchildren) receive 20% off of purchases at the Chuff and Stuff Gift Store and any featured event.
- Membership is perpetual allowing unlimited access for your family while under ownership in good standing.
- Membership when passed down entitles each child 21 years and older to become primary members (optional)
- ** Lach primary member pays \$ \$\sqrt{\psi}\$ per year in club dues, which covers their household and each adult child's household
- Members may bring up to 5 guests per year 5 times per year at half-off regular cost.
- Membership also includes sponsorship of your favorite Big (at "A \$2400,000 per year value!"



CREDIT CARD ALTHORIZATION

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from 10:00AM until 6:00I	rstand that once my/our registrates 24 hours a day 7 days a week, a PM, eastern time by calling toll fred prize Tiger Creek Safari Club to contact. CALL!!! Due to the vast am ave trouble finding exactly what the protections is a post those bounces and the protections.	and additional suppose at 1-888-959-009 Intact me/us via emainount of inventory parts for o	rt through ph 1 or by email l or phone. provided thro	one operators to travel@inf ough our allian	Monday to Friday inite.travel nce partners, new
online. Therefore, subscri	ibers agree to call in to ensure the	y get the properties a	7 30% of our o and best rates	entire inventor s available in th	y can be displayed ne Program.
/I/We unde	erstand that any bookings made o	nline are in real time	and I/we wil	l receive instar	nt confirmation.
I/We undo my/our requests to two s	erstand to enhance the consumer searches per call or email.	experience for all Su	ibscribers to	the Program, I	/we agree to limit
The second of the telephone of	erstand the Destination Provider iscounted bookings on travel and iny other companies directly.	and other affiliated o	companies are he Destinatio	e acting only as on Provider en	s service providers tities do not own
/ I/We und	derstand reservations can be made	e up to one year in ac	lvance.		
On some process can not be charged at the lowering the total purcha	products Infinite Travel offers a Ra time of booking. I/We understand se price actually paid.	pid Rebate, e.g. Cruis d that I/we will recei	es and some a ve cash back ı	ıll-inclusive pad upon returning	ckages if net prices g from my/our trip
/I/We ur purchased by ourselves o	nderstand that there is no best online or through the shopping clu	rate guarantee (or b.	additional di	iscounts) on a	irfare or services
	lerstand when using the Infinite Tr indow on all products to secure the sis (less than 24 hours) as a coust arantee does not apply.	ne lowest rates The	Travel Agent	c alco offer a r	navagnal age di
-FF-) are circular	nderstand the Destination Provide nment and coupon discount servi uaranteed until payment is made	Cel This Guarantee	horwarran ich	acad at time at	F DOOLING

membership club, promotion, coupons, person	rates and does not apply, work in conjunction with, or compete with any other al qualification discounts or specials. As we are a web-based business, our best ur toll free number and then provide your booking confirmation and payment eact and equal booking.
/The travel industry, specifically variables. Quotes, availability and services can are based on availability.	y pricing and availability, change continuously due to many uncontrollable differ or be removed entirely from inquiry to inquiry. All products and services
and traine, within a comparable requested a	n Provider guarantees the lowest rate, <u>at time of booking</u> , in a specific area and commodation. <u>They, do not however, guarantee specific properties, suites or</u> y to secure a lower rate on any request as part of our personal service.
services. The site will automatically send a recurrent with all fees at the time of use/travel.	oligatory annual subscription fee of \$ 250.00 USD, to maintain the site and our eminder with renewal options. The Program Subscription must be valid and
companies, expressly disclaim and shall be free accident, delay or neglect or default of any persons whatsoever occurring during the stay. From any person or entity which is to, or does, provide limitation, to airlines or other transportation of transfer companies, recreational or dining facilities.	ion Provider may add benefits at any time and may cancel or replace certain ints are subject to change. Agents and associated or affiliated subsidiary e of all responsibility or liability for any act, error, omission, injury, loss, sonnel providing any service for accommodations or transportation due to any urthermore, neither MARKETER nor Infinite Travel does not own or operate de goods or services for any trip(s) or accommodation(s), including, without ompanies, hotels or other lodging accommodations, sightseeing companies, lities or anyone else. As a result, the Destination Provider is not responsible for ny such persons, companies, or other organizations.
understanding that have been made with a repthis Agreement and the terms listed on the well	ion Provider does not assume responsibility for any verbal representations or presentative of any Vendor selling access to the Program other than the text in osite.
/I/We agree that subscription to any payments called for in this agreement.	this Program will present no undue financial hardship, and I/we agree to make
I/We understand that any Gift party company and not affiliated with the Dest	or Promotional Incentive offered to attend the presentation is done via a third ination Provider, Customer Service Agent or MARKETER.
	is a private Subscribers only website. The services offered are for the Program ption plan only. Any additional services that are required by friends or family stered Secondary Subscribers to be traveling with them.
I/We understand that all of my	v/our personal information is protected and adhered to by strict privacy policies.
/I/We understand that I/we h Program and I/we are committed to using our	ave purchased subscription to an exclusive travel, entertainment and leisure new Program and taking full advantage of all the benefits which are available.
Every provision stated in this understanding an was	d acknowledgement statement, confirmed by the Members initials and signatures, read, understood clearly and agreed to.
Members Signature:	Members Signature:
VLO:	DATE:

Program Terms and Conditions

RECITALS:

This Agreement and all schedules herein (collectively the "Agreement") commences on the date written at the top of this page (the "Effective date") by and between "Vendor" Tiger Creek Safari Club a duly appointed Marketer of the Infinite Travel program, a vendor alliance promoting multiple Travel Alliance Partners, with its registered place of business at VENDOR ADDRESS (herein the "Vendor"), and the person(s) whose name(s) appear(s) on the top of this Agreement individually and collectively, the "SUBSCRIBER" in accordance with the Recitals and Clauses in this Agreement.

You have a right to cancel this agreement within three (3) days of executing it with the Vendor.

You may cancel this agreement, without obligation at any time prior to midnight of the tenth day from your execution of this agreement. Please make your decision accordingly and supply reasoning of cancellation or services not provided. To cancel this agreement, you must notify VENDOR via email: sking@tigercreek.com as well as verbally 1 615-229-2908 for final verification. Furthermore you must mail back the Program portfolio all paperwork and any and all inducements, gifts or additional promotions granted at time of signing. All materials must be mailed back, along with the letter of cancellation, via Registered Mail to the point of sale at ADDRESS. Your notice of cancellation shall be effective upon the date if you have not used any of the services of the Infinite Travel Program. You may be required to be financially responsible for any additional fees or room costs provided as inducements to signing and in some instances; use of product or liquidation of current vacation programs may negate rescission.

- 1. WHEREAS, the Vendor is authorized to sell subscriptions to the infinite travel program to interested parties.
- WHEREAS, the Vendor wishes to sell and the SUBSCRIBER wishes to subscribe to the travel services which gives the SUBSCRIBER access to the unique private cruise, resort, hotel, condominium, experiential vacation, tour packages, combined land and sea vacations, resort exchange program, and all benefits and services made available through the program.
- 3. WHEREAS, The Program does not convey any interest in real estate either free- simple- or as lease-hold and does not convey a security or investment interest, nor is it intended to do so.
- 4. NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, all parties agree as follows:

1. Definitions

Unless defined elsewhere in the body of the Agreement, or the context otherwise requires, terms used in this agreement shall be interpreted in accordance with the following definitions:

- 1.1 "Accommodations" shall mean all cruises, lodging and other travel accommodations, including but not limited to guest rooms, suites, condos, dwelling units, timeshare intervals and other such temporary guest lodging accommodations at cruise ships, resorts, hotels and any other properties provided by fulfillment companies and/or Third parties.
- 1.2 "Benefits Program / The Program" shall mean collectively the services provided by the Destination Provider, Travel and Leisure Benefits and / or web service specifically listed. Such benefits of the program may be revised from time to time as deemed necessary or appropriate by the Destination Provider.
- 1.3 "Benefits Site" shall mean the World Wide Web site owned and maintained by the Destination Provider.
- 1.4 "Destination Provider Terms and Conditions" shall mean those terms and conditions as amended from time to time by the Destination Provider at its discretion displayed in writing for subscribers.

- 1.5 "Destination Provider Fee" shall mean each Retail Destination Provider Fee to be paid by Client to Destination Provider as set forth.
- 1.6 "Travel and Leisure Products and Services" shall mean accommodations and other travel related products and services, including, but not limited to, car rental, air transportation, ground transportation, excursions, cruises, lodging and other travel accommodations, including without limitation to guest rooms, timeshare intervals, separate dwelling units, and other such temporary lodging at or on cruise ships, resorts, hotels or any other properties owned, operated, or affiliated with Destination Provider.
- 1.7 "Approved Vendor" shall mean any person or entity allowed to sell or promote the Infinite Travel Program and the Program Benefits. The Affiliated Vendor must have a signed Marketing Agreement to be considered an Approved Vendor.

2. VENDOR ACKNOWLEDGEMENTS:

The Vendor hereby acknowledges that;

- 2.1 The Program benefits have been presented in accordance with the local laws where the Program is being sold, in accordance with the Destination Providers' guidelines, and in accordance with the Affiliated Vendor Agreement in force.
- 2.2 The Vendor will process, register and pay for the activation of the Program to the Destination Provider, so that the subscription can be activated and the Subscriber gains access to the services available to them through the Program.
- 2.3 All payments for the Program are made direct to the Vendor or its affiliated escrow company, and acknowledges that no payment for the Program are made by individual subscribers to the Destination Provider.
- 2.4 That all required documentation, disclosure information has been provided to the Subscriber at the point of purchase in accordance with local laws and the Vendor Affiliation agreement in force.

3. DESTINATION PROVIDER ACKNOWLEDGEMENTS:

The Destination Provider hereby acknowledges and agrees that:

- 3.1 The Destination Provider represents and warrants that it has satisfied, and shall continue to satisfy, all legal requirements to operate as a licensed Destination Provider.
- 3.2 The Destination Provider acknowledges that it will activate the subscriber as soon as the Registration has been completed by the Affiliated Vendor, if you have not received your activation email within 48 hours please call 1 between 10:00 am and 6:00 pm EST.
- 3.3 The Destination Provider shall provide the SUBSCRIBER with all services and benefits included in the Destination Provider Program, including, but not limited to, access to the Destination Provider's web site for the term set forth in the Affiliated Vendor Information above. On the Anniversary date of this agreement, at the end of the term, this Agreement shall be considered concluded and the SUBSCRIBER'S account closed. The SUBSCRIBER may seek to renew this Subscription by contacting the Affiliated Vendor or contacting the Destination Provider directly for further instruction.
- 3.4 Upon payment for the Program by the Approved Vendor, the Destination Provider shall provide the SUBSCRIBER benefits including, but not limited to, online travel services, renewal option, call center operations, and fulfillment operations. The SUBSCRIBER may receive periodical updates of new or promotional privileges by email or mail. Any correspondence in writing shall be provided to each SUBSCRIBER at the email address reflected in this Agreement, or last known address provided by the SUBSCRIBER in writing to the Destination Provider.
- 3.5 Travel and Leisure Products The Destination Providers' Travel and Leisure products shall be competitively priced with overall better rates made available by other travel providers in the travel industry and will offer the SUBSCRIBER the best rate on most products. As the travel industry rates and availability change by the minute no rate is GUARANTEED until payment is made to secure it. Furthermore, the Destination Provider guarantees its rate only against regular industry standard rates which does not include any other company's promotions, specials, coupons, membership clubs or personal discounts that could be acquired by the Subscriber. In the event the Subscriber books and travels the same product as quoted by the Destination Provider at a cheaper rate, the Destination Provider will refund cost of booked travel back to client in full.

4. SUBSCRIBER ACKNOWLEDGEMENTS:

The SUBSCRIBER hereby acknowledges and agrees that:

- 4.0 The SUBSCRIBER hereby acknowledges the receipt and understanding of the following: A Program Agreement, B Terms and Conditions (this Agreement), and Exhibit C Program Portfolio provided by the Approved Vendor, C Promissory Note, if applicable, D Credit Card Authorization Form, if applicable. Subscribers may call **1-888-959-0091** between 10:00 am and 6:00 pm EST.
- 4.1 The SUBSCRIBER has received copies of, has read, and fully understands, and agrees to abide by this contractual agreement and agrees that this subscription will present no undue financial hardship as well as make any payments called for in the subscriber's agreement as requires.
- 4.2 The SUBSCRIBER understands that the Affiliated Resort(s) /Approved Vendors/Marketing Agents is/are independent from the Destination Provider. Failure for the Affiliated Vendor to comply with its contractual agreement with the Destination Provider may result in the termination of the Affiliated Vendor agreement with the Destination Provider, however if the SUBSCRIBER is in good standing with the Destination Provider, the Destination Provider will honor all benefits and privileges. Furthermore, any promises made above and beyond the benefits of the Destination Provider are the sole responsibility of the Vendor and not the Destination Provider. The Destination Provider is simply the fulfillment company for the product purchased through the Approved Vendor.
- 4.3 The SUBSCRIBER understands that any refunds/cancellations warranted during legal and approved rescission period are the sole responsibility of the Affiliated Vendor and not that of the head office of the Destination Provider, Host Venue or the appointed customer service provider.
- 4.4 The SUBSCRIBER must notify Destination Provider, in writing, of any changes in the subscriber's contact information through the "My Account" on the INFINITE.TRAVEL website.
- 4.5 The SUBSCRIBER understands and agrees that the failure of the Destination Provider to enforce any provisions of this Agreement shall not constitute a waiver of this right to enforce such provisions thereafter.
- 4.6 The SUBSCRIBER understands any GIFTS or PROMOTIONAL INCENTIVES offered to attend the presentation or to purchase is NOT AFFILIATED with the Destination Provider or its affiliates. These are 3rd party marketing companies and any questions, concerns or assistance in regards to these must be done directly with the company fulfilling the GIFT or PROMOTIONAL INCENTIVE.
- 4.7 The Subscriber acknowledges that in order to start using the online account and the services provided by the Destination Provider they must activate their Subscription by clicking on the link in their Welcome Email. If you have not received your Welcome Email within 48 hours, you must notify the Destination Provider of this so that the Welcome email can be resent to your email address.

5. ONLINE RESERVATIONS:

- 5.1 The SUBSCRIBER understands that the Destination Provider operates primarily by an online internet service which allows subscribers to request accommodations and travel services, in most cases, in "real time". The SUBSCRIBER understands that the Destination Provider's inventory is continuously updated by more than 100 networks and therefore all reservations completed online shall receive instant confirmation from booking. As the Destination Provider is a gateway all confirmations will come direct from vacation supplier.
- 5.2 The SUBSCRIBER understands that the Destination Provider shall provide a "Booking Assistant" to offer assistance which can be requested directly from the Destination Provider's website. The SUBSCRIBER understands that there are toll-free numbers to access assistance by phone.

6. ASSIGNMENT:

- 6.1 This Agreement shall be binding upon, and shall insure to the benefits of the Destination Provider and the SUBSCRIBER and their respective successors, heirs, executors, administrators, and assigns. The SUBSCRIBER and the Destination Provider agree to execute and deliver all further documents necessary to complete the transaction contemplated herein.
- 6.2 The Program may only be assigned by the SUBSCRIBER with written consent of the Destination Provider. Approval for assignment will only be considered providing SUBSCRIBER is current with all fees and SUBSCRIBER has paid for their Program in full.
- 6.3 There are no associated transfer fees payable by the SUBSCRIBER to the Destination Provider for transfers to immediate family (parents and children) or any heirs, the terms and conditions of the original agreement shall remain in effect. There is however a transfer fee should the subscriber wish to sell or gift the Program to a third party not immediate family.

7. TERMINATION:

- You may cancel this agreement, without obligation at any time prior to midnight of the tenth day from your execution of this agreement. Please make your decision accordingly and supply reason for canceling or highlight the services you feel has not been provided in accordance with this agreement. To cancel this agreement, you must notify the Affiliated Vendor in writing of your intent to cancel by email to sking@tigercreek.com and by calling (toll free) on 1 615-229-2908 to confirm receipt of your request to cancel. Your notice of cancellation shall be effective the first working day after your request to cancel was submitted and confirmed according to the above procedure to the Affiliated Vendor, and will be honored as long as you have not used any of the services of the Destination Provider.
- 7.2 If you decide to cancel you must also post your Program Portfolio, if received, all paperwork and all inducement gifts or additional promotions given to you at the time of signing back to the Affiliated Vendor, via Registered Mail at the address of business, ADDRESS. Subscribers agree to not place a stop payment to any checks when choosing to rescind their purchase as it may cause an imbalance in the process and delay the refund process.
- 7.3 Subscribers wishing to rescind their purchase must do so through the point of purchase/approved vendor as the Destination Provider in no way collects money from the purchase as it is solely the fulfillment agent for the product. As it is understood the Subscriber has purchased from approved vendor and not through the Destination Provider, any retribution or refund of payment will come from point of purchase and approved vendor and not the Destination Provider. All refunds will be made within 15 days of notification of cancellation, less any gifts, promotions or credit card charges incurred via check or bank transfer. Any monies paid at the time of purchase is charged by MARKETER, a third party merchant, which then transfer an activation fee to the Destination Provider.
- 7.4 If a SUBSCRIBER has used any portion of the subscription (e.g. booking travel etc.) and/or relinquishes current vacation programs as a condition of sale, this constitutes use of program and negates any rescission or cancellation agreements or may result in transfer fees to be paid at SUBSCRIBER expense and revert back to original ownership.

8. NON-DISTURBANCE

In the event the Destination Provider as an entity should transfer ownership, fulfillment and /or operations the SUBSCRIBER is to continue to receive all benefits as described on date of purchase through the entire term of contract.

9. BINDING EFFECT:

This Agreement shall be governed by and interpreted in accordance with the local laws of the country and state it has been signed in. It supersedes any and all prior understandings and agreements between the SUBSCRIBER and the Destination Provider with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements between the parties. This Agreement may be amended or modified only by written instrument submitted by the Destination Provider or the Subscriber and executed by both parties. There are no representations or warrantees other than as contained herein.

10. FEES:

- a) The SUBSCRIBER must pay an obligatory annual subscription renewal fee of USD 250 (Two Hundred and fifty USD). The subscription renewal fee includes applicable taxes. The subscription renewal fee can be paid through the website, and the appointed customizer service providers name will appear on the credit card statement. Please note the subscription renewal fee is frozen for the duration of your subscription and is not subject to change, and is paid for the first year.
- b) The SUBSCRIBER understands that the Affiliated Vendor has provided enrollment to the Destination Provider and is therefore responsible for paying the SUBSCRIBER'S activation fee, enrollment fee, and providing one Program Kit. It is the sole responsibility of the SUBSCRIBER, not the Affiliated Vendor, to pay the obligatory annual subscription renewal fee. I/We understand that so long as the Subscription fee is paid in full and there are no outstanding fees, I/We may choose to not pay the annual Subscription fee and forfeit all access to the Subscription. I/We also understand that if I/We are late in submitting our annual subscription renewal fee, additional late charges or re-instatement fees may apply.
- c) In the event the Destination Provider is required to initiate collection efforts of any kind, the SUBSCRIBER unconditionally agrees to pay all attorney fees and other costs involved in the litigation or the collection of any outstanding monies to the fullest extent permitted by law.



Membership Contract

Contract No.:		Date:
Name(s):		
Address:		
City:	State: Zip:	
Phone No.:	Alt. Phone No.;	<u></u>
Email Address:		
PRODUCT	RESORT WEEKS HOT WEEK	

This contract is for the purchase of membership in Tiger Creek Safari Club, a Platinum Plus program, issued by Tiger Creek Safari Club, a travel club offering certain professional expertise and discount opportunities.

TERMS OF MEMBERSHIP

- Membership includes the right to use all Tiger Creek Safari Club, a Platinum Plus program.
- The principal benefits of membership include, among other things:
 - Use of the Concierge, a private concierge service for planning, research and execution of travel requests.
 - Access to Deals on Vacation Packages, Nightly Stays, Weekly Stays, Fantasy Getaways, Cruises, Car Rentals, Activites and Excursions, and Golf Tee Times.
 - c. The ability to use your timeshare for hotels, cruises, airfare, car rental, theme parks, gift cards and more.
 - d. Use of the "Marketplace," which provides owners the ability to rent their timeshare ownership.
 - The ability to exchange your timeshare without deposit or exchange fees.
 - f. The use of the "Boomerang" program.
 - g. Use of the Shopping Discounts, Dining Discounts and Recreational Discounts
 - h. Rewards Program

- 3. Membership does not include any legal or beneficial ownership in Tiger Creek Safari, their facilities or rights to participate in the management of Tiger Creek Safari.
- 4. Family Plan members are entitled to use the privileges of the primary member. Family Plan members are not responsible for the annual membership fee.

RESPONSIBILITIES OF MEMBERS

- 5. Membership Price Member(s) shall be responsible for payment in full of the membership price. Payment shall be paid in cash or financed as set forth elsewhere in this contract.
- 6. Membership Dues Member(s) shall be responsible for the annual dues. The annual membership dues are \$199.00. Annual membership dues shall be payable annually with the first payment due with application today. Failure to pay annual membership dues will result in loss of privileges for that year. Annual membership dues are locked in for the life of the membership in the amount of \$199.00. If you do not pay the annual dues for that year, you cannot use the program.
- Membership Guidelines Tiger Creek Safari has provided the Rules and Regulations, which is intended to illustrate for and bind the parties hereto to certain acknowledgements, understandings, agreements and guidelines as to full use and expectation from membership in the Tiger Creek Safari Club. Said portfolio may be reasonably added to, subtracted from or changed as deemed by Tiger Creek Safari to be in the best interests for continued enjoyment of the membership.
 - 8. Assignments of Payments Tiger Creek Safari may assign the contract provided for herein and, upon such assignment, all payments under this contract will be payable to the assignee of said Contract. Tiger Creek Safari and member still remain fully obligated and liable to perform all the terms and conditions of this agreement after any such assignment of the payments to assignee.
 - Acknowledgment Member(s) acknowledge they are purchasing membership from Tiger Creek Safari and that Save On Resorts is the Fulfillment Partner.
 - 10. Right of Cancellation Member(s) has a three (3) day right of cancellation from the date first written above. Cancellation is without penalty and all payments made by Member before cancellation must be refunded within forty-fvie days after Tiger Creek Safari Resort receives notice of Member's cancellation. If the Member elects to cancel this agreement, they may do so by either (i) hand-delivering notice to Member at its principle place of business or (ii) by mailing notice by certified United States mail, return receipt requested, postmarked within three days of the contract's execution, to Tiger Creek Safari Resort, 140 FM 16W, Tyler, TX 75706.

BINDING NATURE AND MODIFICATION

The terms and conditions of this agreement and all other documents executed in conjunction herewith are intended to bind the parties hereto and where applicable their heirs, successors, assignees; and represent the entire agreement between the parties. The parties further agree that this agreement may not be amended or modified. Member acknowledges this agreement may not be cancelled, for any reason after the cancellation term has expired as stated on the Membership Enrollment Agreement. The member(s) may elect to decline renewal after one (1) year. This agreement is in full force and effect from the date of its execution.

I/We attest that we have read and understand this page of the agreement.		
(Member's Signature)	(Location)	
(Member's Signature)	(VLO Signature)	



ACKNOWLEDGEMENT OF BENEFITS

Tiger Creek Safari Resort 140 FM 16W Tyler, TX 75706 (903) 858-2404

This following final interview is designed to eliminate the possibility of any misunderstandings that may have occurred during the explanation of the Tiger Creek Safari Club, a Platinum Plus membership, to confirm certain key operational understandings so that the member can, without reservation, authorize his/her enrollment and execution of the Membership Enrollment Agreement.

on shopp	I/We acknowledge that I/we are purchasing a membership in a travel program that provides a concierge service, provides discounts and rewards ing, that allows members to use their timeshares for cruises, hotels, air fare, car rental, theme parks, gift cards, and more, and a concierge service
——————————————————————————————————————	elp book additional travel services at discounted prices. I/We acknowledge that I/we place a value on taking vacations in the future I/we will use my/our membership.
	I/We acknowledge that my/our membership price does not buy a specific itinerary but, does allow me/us access to wholesale travel prices and personalized concierge services.
	I/We agree that it is my/our responsibility to make the best use of the membership benefits.
	I/We acknowledge that the membership only provides the reservation service for travel components, any issues related to delay, disturbance, malfunction or appearance are liabilities of the component provider.
	I/We acknowledge that my membership is for a period of one year, renewable annually for life. I/We hereby affirm that the annual dues are \$199.00.
The second	I/We agree to abide by the Rules and Regulations of the membership.
	I/We acknowledge that the Rules and Regulations may amend the operational guidelines at any time to ensure the greatest availability and flexibility for its members.
	I/We acknowledge that a personal username and password will be issued within three (3) business days of executing this agreement.
	I/We acknowledge that I/we have read and understand all pertinent documents for the membership.
	I/We acknowledge that I/we have made an informed decision to join the membership today.
	I/We authorize Tiger Creek Safari Resort to approve and process my/our membership on this day of 2017
	Member Signature VLO Signature
M	ember Signature



OPERATING RULES AND REGULATIONS

These Operating Rules and Regulations are hereby published and established by Tiger Creek Safari Resort and shall govern the manner in which Members use their Membership Benefits.

The following Operating Rules and Regulations are designed to inform all Members of the operational rules related to their Membership. Generally, Members who carefully read the Operating Rules and Regulations and abide by all procedures set forth herein have experienced the most use and enjoyment of their Membership Benefits and are in the best position to maximize the use and enjoyment of their Membership Benefits.

Compliance with the Operating Rules and Regulations by all Members is required in order to ensure the proper implementation and enjoyment of the Membership Benefits by the Members.

DEFINITIONS

The following capitalized terms shall have those meanings assigned to them throughout the Operating Rules and Regulations:

- a. "Declarant" shall mean Tiger Creek Safari Resort and any and all successor organizations or assignee organizations which may continue to convey Membership Benefits to Members.
- b. "Fulfillment Company" shall mean SAVEONRESORTS.COM, LLC, a California Limited Liability Company, and its successors and assigns, or those other vacation and travel fulfillment companies that the Declarant might designate from time to time.
- C. 'Operating Rules and Regulations" shall mean this document along with all amendments and modifications hereto and all other documents otherwise applicable to the manner in which a Member may enjoy the Membership Benefits.
- d. 'Members' shall mean all individuals or entities who purchase Membership Benefits and who otherwise are current in connection with all installment payments associated with their purchase which may be due to the Declarant or its successors and assigns, along with all annual membership fee obligations, and other sums of whatever nature which may be due to the Declarant or any third party or which otherwise may be due and payable under and pursuant to these Operating Rules and Regulations. The term "Member" shall also mean the successors and assigns of any original Member.
- e. 'Membership Benefits" shall mean a Member's right to participate in, purchase, or otherwise access overnight accommodations, cruise line bookings, hotel and motel accommodations, timeshare week accommodations, airline bookings, rental car bookings, recreational vehicles, boats, campers and other travel services of whatever nature which Fulfillment Company may offer to Member, from time to time All Membership Benefits are subject to periodic modification and adjustment from time to time at the discretion of Fulfillment Company.

MEMBERSHIP

Membership in the program described herein shall be granted upon the payment by a Member of that Membership purchase price that the Declarant might specify and amended from time to time. A Member in good standing shall possess a license to access that website that is maintained by the Fulfillment Company, review all Membership Benefits included thereon, and schedule accommodation usage and other usage of Membership Benefits, subject to those booking reservation provisions that are identified below.

That person who is identified as the holder of the Membership shall be deemed the "Member". The right to use and access Membership Benefits may be accessed by the Member and any of the Member's immediate family.

INITIAL MEMBERSHIP TERM; ANNUAL RENEWAL DUES

All Members shall initially be granted a membership term beginning as of the date of their execution of the Membership Purchase Agreement and continuing for a 365-day period of time thereafter. Upon the expiration of this initial term, Members shall have the right to renew the term of their membership for successive 365 day periods of time upon their payment to the Fulfillment Company of the sum of \$199 per renewal term. The failure by a Member to renew their membership and pay their renewal dues will result in the termination of the Member's membership and the inability of the Member to further use and enjoy Membership Benefits. Membership may be reinstated upon the payment of that reinstatement fee that the Declarant may charge from time to time.

BOOKING RESERVATIONS—FIRST REQUESTED, FIRST CONFIRMED

Members desiring to reserve Membership Benefits shall contact Fulfillment Company in order to arrange for appropriate reservations and bookings. Fulfillment Company is responsible for providing or arranging with third parties the providing of all Membership Benefits and is the only entity from whom Membership Benefits can be arranged. Membership Benefits are available on a first-requested, first confirmed, space-available basis. All Membership Benefits are subject to reservation lead time and minimum stay policies which will vary depending upon the specific type of Membership Benefit which is sought to be reserved by a Member. In the event that requests for Membership Benefits are received at the approximate same time, Fulfillment Company will endeavor to confirm reservations in an equitable manner. Generally speaking, the sooner a Member places a reservation request with Fulfillment Company, the more likely it is that the Member will have his or her reservation request confirmed. Conversely, the later a Member waits to place a reservation request, the less likely it is that the Member will be confirmed into the accommodations that have been requested. The Fulfillment Company possesses no responsibility whatsoever for the booking or ensuring availability of Membership Benefits. The Declarant and/or the Fulfillment Company reserve the right to adopt additional rules and regulations that might be required in order to further the proper booking of Membership Benefit.

PERSONAL CHARGES

Each Member agrees to pay any and all personal charges that a Member may incur in connection with his use and enjoyment of Membership Benefits. The Declarant reserves the right to obtain a credit card imprint against which all personal charges may be paid. Personal changes include any damages beyond ordinary wear and tear that the Member or the Member's guests or invitees may cause to occur to any of those properties that Member or Member's guest may occupy. If not paid, then Members shall be prohibited from using and accessing Membership Benefits until so paid.

If a Member uses the Membership Benefits for commercial purposes rather than personal usage, initiates a chargeback to a credit card merchant without cause, or engages in similar misconduct, the Declarant reserves the right to cancel and terminate any of the Member's outstanding reservations and bookings, invoice the Member additional charges and fees related to the foregoing, and otherwise terminate the Member's interests in and to the Membership without any refund of the membership purchase price.

PRICES, PAYMENTS AND REFUNDS

Certain Membership Benefits can only be used and accessed through the payment by the Member of daily or periodic usage fees. Fulfillment Company shall endeavor in good faith to provide up-to-date current rates for those Membership Benefits that a Member might seek to access. All such rates, however, are subject to change without notice. In the event of an increase in prices, Members may be required to pay Fulfillment Company an additional sum prior to accessing a particular Membership Benefit. The Declarant makes every effort possible to ensure the accuracy of both printed Membership Benefit prices and those Membership Benefit prices quoted by telephone or on the Fulfillment Company website; however, the Declarant reserves the right to make subsequent adjustments if a Membership Benefit price was printed or quoted incorrectly or if the ultimate provider of such Membership Benefit subsequently increases the price of same. Membership Benefit prices exclude miscellaneous expenses such as telephone calls, food and beverage service, transfer taxes, etc.

Fulfillment Company shall provide Members with refund and cancellation policies applicable to all Membership Benefits that Members may access. These refund and cancellation policies will vary depending upon the nature of Membership Benefit that is sought to be accessed. In certain instances, refunds may not be available while in other instances total or partial refunds may be available. Fulfillment Company reserves the right to charge a fee to all Members who book Membership Benefits and subsequently request changes in these bookings.

CONFIRMATION DOCUMENTS

Upon payment in full of Membership Benefits which a Member may access, Fulfillment Company shall mail, fax or e-mail to the Member all confirmation documents applicable to the scheduled Membership Benefits. Under no circumstances should a Member depart on travel before they have received confirmation papers. If not received within ten (10) days prior to travel, Members must contact Fulfillment Company in order to determine the status of confirmation papers.

MEMBERSHIP TERMINATION

A membership, and a Member's right to use and enjoy Membership Benefits shall be terminated by the Declarant should a member (a) fail to pay, when due, any installment due under that certain Promissory Note, if any, that a Member may have executed in connection with his purchase of a Membership; (b) fail to pay when due any annual renewal dues required hereunder; or (c) otherwise failed to abide by any policies or procedures that the Declarant may adopt from time to time including, without limitation, those policies and procedures set forth in the use Operating Rules and Regulations.

Should an event occur that might give rise to membership termination as provided hereby, the Declarant or Fulfillment Company shall provide the Member with written notice of such event and the Member shall, thereafter, possess a 3-day period of time in which to cure and remedy such event. If not cured during this period of time, then the Member's membership and related rights shall automatically be deemed terminated in full.

DISCLAIMERS

The Declarant, Fulfillment Company and the separate entities supplying transportation, accommodations, cruises, tours and other Membership Benefits are all separate and distinct legal entities. None of these organizations are agents or employees of the Declarant and/or the Fulfillment Company. Accordingly, for and in consideration of the payment of dues and other sums to the Declarant and/or the Fulfillment Company, each Member covenants and agrees that they shall indemnify and hold harmless the Declarant and/or the Fulfillment Company from all loss, liability or damage of whatever nature which the Member may incur as a result of the Member's purchase of a Membership, the Member's use of Membership Benefits, or the Member's use of any accommodations, transportation, cruise or other services of whatever nature associated with a Member's use of or involvement with Membership Benefits. The Declarant and/or the Fulfillment Company assume no liability or responsibility of whatever nature for any failure of Fulfillment Company or any transportation, accommodation, cruise or other service provider's failure to perform their services or duties as contemplated by the Member or as otherwise represented or promised. In consideration for access to Membership Benefits, each Member covenants and agrees that they shall not hold the Declarant or the Fulfillment Company liable for any consequential, special, punitive or other damages or liability that might arise as a result

of a Member's use of or access to Membership Benefits. Notwithstanding, the Declarant is authorized to enter into contracts and relationships with third parties pursuant to which the Members can gain use and access of the Membership Benefits upon the payment of appropriate consideration.

AMENDMENTS

Fulfillment Company reserves the right to amend the terms and conditions of these Operating Rules and Regulations at any time and for any reason in order to insure the proper use and enjoyment of a Member's Membership.

MISCELLANEOUS PROVISIONS

These Operating Rules and Regulations shall be interpreted in accordance with the laws of the State of Texas. All disputes involving the interpretation of these Operating Rules and Regulations, pertaining to any claims and causes of action against the Declarant or the Fulfillment Company, or other litigation or dispute matters of any natures arising hereunder or otherwise pertaining hereto shall be adjudicated and determined solely and exclusively by binding and mandatory arbitration and all Members, by accepting a Membership, agree that the sole and exclusive jurisdiction and venue for all such arbitrations shall take place exclusively in Texas unless waived in writing by the Fulfillment Company. All Members knowingly and willfully consent to such jurisdiction and venue and the mandatory and binding arbitration of all such disputes. In the event that any Member should bring any action against the Declarant and/or the Fulfillment Company, or should initiate a complaint by a governmental regulatory agency which results in the bringing of any action against the Declarant and/or the Fulfillment Company, and the Declarant and/or the Fulfillment Company shall prevail in such action, then the Member shall reimburse the Declarant and/or the Fulfillment Company for all costs and expenses, including reasonable attorney's fees, incurred by the Declarant and/or the Fulfillment Company in connection with such matter. The Fulfillment Company shall endeavor in good faith to fulfill the goals and purposes of the Declarant; provided, however, given the constantly changing of the status of travel services pricing and the heavy demand for Membership Benefits during prime seasons, there is no assurance that these goals and purposes will be fulfilled as initially represented. The Declarant and the Fulfillment Company expressly disclaim any and all liability for any claims, damages, losses, penalties, expenses, costs and liabilities of any kind, or injuries resulting from any act or omission of any other individual or entity providing products or services comprising Membership Benefits or other services

MEMBERSHIP GOALS AND PURPOSES

The program and benefits described herein are intended to provide the providing of Membership Benefits to Members at rates and charges which are intended to be less than those rates and charges which may otherwise be available to members of the general public. Fulfillment Company and the Declarant will endeavor to accomplish its goals through the entering into of oral and written contracts with providers of travel services or through other means available to Fulfillment Company or the Declarant.

AJ

Better Business Bureau Serving Central East Texas

COMPLAINT ACTIVITY REPORT Case #28022155

Consumer Info: Castro, Hortensia & Oscar

13418 Katy Knoll Ct Houston, TX 77082-3468 Business Info: Tiger Creek Safari Resort, LLC

140 Fm 16 W

Tyler, TX 75706-2208

903 858-2404

Consumer's Original Complaint:

To Whom It May Concern:

I met with representatives of Tiger Creek, including Karen Hewitt. Tiger Creek has taken my money. I gave Tiger Creek \$20,000. I paid \$10,000 on 2 credit cards, and I paid \$10,000 through a contract financed with UGA Finance. I contracted for Tiger Creek to work with an attorney with whom they had a relationship to cancel my existing mortgages, and to enroll me in a Platinum Plus program. To date, they have not paid any attorney to do the timeshare cancellation and they did not pay for the Platinum Plus program fulfillment fees.

In fact, I was given access to the Platinum Plus program for a brief period of time, but then it was revoked due to Tiger Creek's failure to pay. That was the exact message I got in the Platinum Plus program.

I have called Tiger Creek repeatedly. No one answers the phone. If they do answer the phone, they tell me they will call me back, and no one ever does. They have no information on my account and they won't tell me anything about my attorney.

50, Tiger Creek took my money and has falled to provide the goods and services to which I am entitled. Tiger Creek has committed fraud. I want my money back.

Consumer's Desired Resolution:

So, Tiger Creek took my money and has failed to provide the goods and services to which I am entitled. Tiger Creek has committed fraud. I want my money back.

BBB Processing

08/04/2017	Ipf BBB Case Received by BBB
08/04/2017	nh BBB Phone Call to Business
08/04/2017	nh BBB Case Reviewed by BBB - AB
08/04/2017	Otto MAIL Send Acknowledgement to Consumer
08/04/2017	Otto EMAIL Notify Business of Dispute - AB

08/09/2017 WEBBB RECEIVED BUSINESS RESPONSE : Contact Name and Title: Karen A. Hewitt Director

Contact Phone: 903-858-2404 Contact Email: admin@tigercreek.com

Please see attached documents as related to this complaint

08/09/2017 nh BBB Forward Business response to Consumer

AK



August 7, 2017

Better Business Bureau 3600 Old Bullard Rd. #104 Tyler, TX 75701

RE: Oscar & Hotensia Castro 13418 Katy Knoll Ct. Houston, TX 77082-3468

Dear Madam/Sir

This is in response to a complaint we received from you regarding Mr. & Mrs. Castro and their purchase of a membership with Tiger Creek Safari Resort & Infinite Travel Services, along with a Mortgage Cancellation of a current Timeshare they own.

I have enclosed copies of the contract for your review; as you can see Mr. & Mrs. Strauss have signed all documents in the contract; furthermore, if you will note that on page 2 of the Membership contract itself item #10 'Right of Cancellation' – it clearly states that Member(s) has a three (3) day right of cancellation from the date first written above. If the Member elects to cancel this agreement, they may do so by either hand-delivering notice to Member Services at its principle place of business or by mailing notice by certified United States Mail, return receipt requested, postmarked within three (3) days of the contact's execution, to Tiger Creek Safari Resort 140 FM 16W Tyler, TX 75706

You will also note that under paragraph 'Binding Nature and Modification';

Member acknowledges this agreement may not be cancelled, for any reason after the cancellation term has expired as stated on the Membership Enrollment Agreement. The member

TIGER REEK. Safavi Resort

(s) may elect to decline renewal after one (I) year. This agreement is in full force and effect from the date of its execution.

I/We attest that we have read and understand this page of the agreement. Signed by both Mr. & Mrs. Castro.

I have also attached a letter that was sent to our members unbeknownst to us from the marketing/sales company we contracted with. We broke our affiliation with them after we had received information regarding their business practices as they were unethical and misleading to consumers. In doing so we have been working diligently to fulfill our obligations in a timely and responsible manner to our members, we are a very ethical and upstanding business in our community and have been for many years. None of our previous members have had any issues with their memberships and have successfully used and benefited from their membership purchases.

Upon further review and in contacting our providers it has come to our attention that Mr. & Mrs. Castro were never enrolled in our travel program by the marketing/sales company we were affiliated with. This would show that they were never cancelled out of anything as they were not enrolled, we have since corrected this by enrolling them with a representative to contact them via phone and e-mail with training on how to use the new website for members along with their user name and password to the site.

We have also sent their info to the legal firm that will be handling their Timeshare issues to relieve them of that obligation. As with all members that have the same timeshare issues it is now a matter of their case manager contacting them for more info if needed other than what they have already supplied us with. The legal firm we work with also handles several other companies and members, as the cases are assigned they will be in contact, we have added an additional 6 months to the already stated 12-month release, cancel, etc. of their timeshare to allow for this unforeseen circumstance that we are all now a part of.

As stated earlier, we are working very hard and diligently to follow thru on all contract sales of memberships. We deeply regret the situation and are here to assist our members in using their membership benefits to the fullest and are here for them anytime to answer their questions.



If you have need further assistance or have any questions please feel free to contact me,

Respectfully,

Karen A. Hewitt
Director of Administration/VLO
Tiger Creek Safari Resort
903-858-2404
admin@rigercreek.com